

employees, under or in connection with or arising from any work, authority, or action taken under this Agreement, including but not limited to any non-compliance by a PARTY with its obligations under the Program NPDES Permit. No PARTY, nor any officer, Councilmember, Board member, employee or agent thereof shall be responsible for any damage or liability incurred by reason of the negligent acts or omissions or willful misconduct of the other PARTIES hereto, their officers, Councilmembers, Board members, employees or agents under or in connection with or arising from any work, authority or actions taken under this Agreement, including but not limited to any non-compliance by a PARTY with its obligations under the Program NPDES Permit.

- 7.06 In the event that suit shall be brought by any party to this contract, the PARTIES agree that venue shall be exclusively vested in the state courts of the County of Monterey, or, if brought in federal court, in the United States District Court handling matters arising in Monterey County. Further, the prevailing PARTY or PARTIES shall be entitled to reasonable attorney fees and costs.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: 3/29/04
By: [Signature]
Chair, Board of Directors

By: [Signature]
General Manager

APPROVED AS TO FORM:

By: [Signature]
Legal Counsel

ATTEST:

Date: 3/30/04
By: [Signature]

CITY OF PACIFIC GROVE, a public entity of the State of California

Date: 7/3/02

APPROVED AS TO FORM:

By: [Signature]
Legal Counsel

By: *R. S. Holland*
Name, City Manager

ATTEST:

Date: *July 3, 2002*

By: *Carleta Coelho*

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IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: July 29, 2002

By: Peggy Shirrel P.M.
Chair, Board of Directors Peggy Shirrel

By: Keith Israel
General Manager Keith Israel

APPROVED AS TO FORM:

By: Robert R. Wellington
Legal Counsel Robert Wellington

ATTEST:

Date: July 29, 2002

By: Deborah Fortune
Executive Assistant
Deborah Fortune

CITY OF MONTEREY, a public entity of the State of California

Date: June 21, 2002

By: Samuel Platt
Name, Mayor

APPROVED AS TO FORM:

By: Joe Harris, Jr.
Legal Counsel

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IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: August 26, 2002

By: Peggy Shirrel
Chair, Board of Directors Peggy Shirrel

By: Keith Israel
General Manager Keith Israel

APPROVED AS TO FORM:

By: Robert R. Wellington
Legal Counsel Robert Wellington

ATTEST:

Date: August 26, 2002

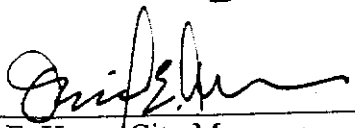
By: Deborah Fortune
Executive Assistant
Deborah Fortune

CITY OF SEASIDE, a public entity of the State of California

Date: 7-22-02

By: Jerry C. Smith
Jerry C. Smith, Mayor

By:

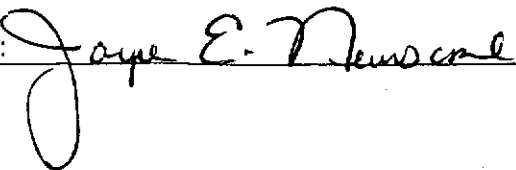

Daniel E. Keen, City Manager
Senside

ATTEST:

Date:

7.22.02

By:



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IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: June 10, 2002
By: Margaret Shirel
Chair, Board of Directors

By: Kurt Schuch
General Manager

APPROVED AS TO FORM:

By: Robert R. Wellington
Legal Counsel

ATTEST:

Date: June 13, 2002
By: Wendy Fortune

CITY OF SAND CITY, a public entity of the State of California

Date: June 6, 2002
By: David Pendergrass
Name, Mayor David Pendergrass

APPROVED AS TO FORM:

By: James Heisinger
Legal Counsel James Heisinger

By: Kelly Morgan
City Administrator, Kelly Morgan
Sand City

ATTEST:

Date: June 6, 2002

By: Debra Taylor
Debra Taylor, City Clerk

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IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: August 26, 2002

By: Peggy Shirrel
Chair, Board of Directors **Peggy Shirrel**

By: Keith Israel
General Manager **Keith Israel**

APPROVED AS TO FORM:

By: Robert R. Wellington
Legal Counsel **Robert Wellington**

ATTEST:

Date: August 26, 2002

By: Deborah Fortune
Executive Assistant
Deborah Fortune

CITY OF Del Rey Oaks a public entity of the State of California

Date: July 10, 2002

By: Jack D. Barlick
Name Mayor

APPROVED AS TO FORM:

By: Keith Israel
Legal Counsel

By: 

Name, City Manager

Del Rey Oaks

ATTEST:

Date: *July 10, 02*

By: *Stacey Spung*

Board member, employee or agent thereof shall be responsible for any damage or liability incurred by reason of the negligent acts or omissions or willful misconduct of the other PARTIES hereto, their officers, Councilmembers. Board members, employees or agents under or in connection with or arising from any work, authority or actions taken under this Agreement, including but not limited to any non-compliance by a PARTY with its obligations under the Program NPDES Permit.

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IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: 1/9/03

By: Peggy Shine
Chair, Board of Directors

By: [Signature]
General Manager

APPROVED AS TO FORM:

By: Robert R. Walling
Legal Counsel

ATTEST:

Date: 1/9/03

By: Deborah Fortune

CITY OF MARINA, a public entity of the State of California

Date:

By: [Signature]
Name, Mayor

By: [Signature]
Name, City Manager

APPROVED AS TO FORM:

By: [Signature]
Legal Counsel

ATTEST:

Date: [Signature]

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MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: July 29, 2002

By: Peggy Shirrel P.D.

Chair, Board of Directors - Peggy Shirrel

By: Keith Israel

General Manager - Keith Israel

APPROVED AS TO FORM:

By: Robert R. Wellington

Legal Counsel - Robert Wellington

ATTEST:

Date: July 29, 2002

By: Deborah Fortune

Executive Assistant -
Deborah Fortune

CITY OF Carmel, a public entity of the State of California

Date: June 6, 2002

By: Sue McCleary

Name, Mayor

APPROVED AS TO FORM:

By: Donald R. Tallman

Legal Counsel

By: *Phil Gullen*
Name, City Administrator
Carmel

ATTEST:

Date: *July 15, 2002*

By: *Karen Crouch, City Clerk*

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IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below

COUNTY OF MONTEREY, a political subdivision of the State of California

Date: November 26, 2002

By: Dave Potter
Chair, Monterey County Board of Supervisors

Dave Potter

APPROVED AS TO FORM:

By: _____
County Counsel

ATTEST:

Date: November 26, 2002

By: Nancy Lukerbill
Clerk of the Board of Supervisors

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint
Powers Authority and public agency of the State of California

Date: 12/9/02

By: Peggy Sherrell P.D.
Chair, Board of Directors

By: Keith Smith
General Manager

APPROVED AS TO FORM:

By: Robert R. Wallington
Legal Counsel

ATTEST:

Date: 1/8/03

By: Wendyborah Fortune

CITY OF _____, a public entity of the State of California

Date: _____

By: _____
Name, Mayor

By: _____
Name, City Manager

APPROVED AS TO FORM:

By: _____
Legal Counsel

ATTEST:

Date: _____

By: _____

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MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: July 29, 2002
By: Peggy Shirrel P.D.
Chair, Board of Directors - Peggy Shirrel
By: Keith Israel
General Manager - Keith Israel

APPROVED AS TO FORM:
By: Robert R. Wellington
Legal Counsel - Robert Wellington

ATTEST:

Date: July 29, 2002
By: Deborah Fortune
Executive Assistant -
Deborah Fortune

PEBBLE BEACH COMPANY, a California general partnership.

Date: 7/24/02
By: Mark Shwartz
Executive VP

APPROVED AS TO FORM:
By: Mark Shwartz
Legal Counsel